

## AMENDS BILL; RAISES AMOUNT

Discharged Supervising Engineer of Market Street Bridge Sues County.

Benjamin H. Davis, the first engineer employed in the construction of the Market street bridge by the Hamilton county bridge commission, through his attorney, Carlyle Littleton, filed in the federal court today afternoon an amended bill against the county, seeking to recover commissions and salary claimed to be due him as supervising engineer.

Mr. Davis was discharged by the bridge commission in August, 1916, and another engineer engaged in his stead. He sued under a contract which called for 5 per cent. of the total cost of the bridge and \$30 per day for the period of work on the completion of the structure. Some time ago he filed a bill through his counsel, Carlyle Littleton, seeking to recover \$35,000 as the sum due him and now he comes with an amendment raising this amount to \$42,335.95.

The bill sets forth practically the same allegations as were detailed in the original bill, showing that the plaintiff performed the duties imposed upon him by the contract with the bridge commission, Theo. King, L. B. Bryan, J. H. Ragon, Walter Cummings and H. F. Lawrence.

These consisted of preparing plans and letting the contract for the construction of the bridge, all necessary field and laboratory work, and he claims that he performed all his part of the contract to the best of his ability and states that on or about Aug. 5, 1916, while he was endeavoring to perform the duties called for under the contract, the bridge commission, agents of the county, in violation of the contract, refused to allow the plaintiff to complete his work.

The plaintiff figures out his compensation in the following prayer to his amended bill:

"That the plaintiff under and pursuant to the terms of his contract with defendant, as hereinbefore referred to and set forth, would have been put to the expense and cost in the completion of the same, subsequent to the 5th day of August, 1916, in furnishing supervision for the construction of the bridge, pursuant to the terms of his said contract with the defendant, in inspection of accounts and bills rendered by the Sherzer rolling mill bridge, in payment of balance of royalties to be paid for the right to use the Sherzer rolling mill bridge, in completing the performance of all necessary field and laboratory inspection for the completion and inspection for the completion of the construction of said bridge and approaches, and otherwise in connection with same, which said expense and costs, which the plaintiff would have been obliged to incur to complete the performance of his said contract with the defendant, as hereinbefore set forth, would have amounted altogether to the sum of \$7,634.60, and which said sum of \$7,634.60 should be deducted from the amounts which would have become due and payable to the plaintiff under his contract, as aforesaid, upon the complete performance thereof, and in addition, the defendant is entitled to credit in amounts paid by it from time to time on account of money due to plaintiff for performance of work under said contract and amounting altogether to the sum of \$17,000, leaving a balance due from the defendant to this plaintiff, representing the net damage and loss suffered by plaintiff by reason of defendant's wrongful breach of contract aforesaid, of the sum of \$42,335.95, for all of which plaintiff now asks and demands a jury to try his cause."

## COUNTY REPORTS OF BOND SUBSCRIPTIONS

The county committee made the following report of subscriptions made by counties in this zone up to noon Saturday:

County	Amt. Sub.	Allotment.
Monroe	\$125,800	\$114,600
Bledsoe	50,800	50,800
entrance	20,400	12,300
Coffee (Tullahoma District)	75,900	75,000
Morgan	26,900	15,500
Grundy	34,700	30,000
James	8,500	9,400
Scott	35,600	42,000
Cumberland	17,150	25,000
Franklin	77,300	137,000
Moore	9,400	40,300
Roane	60,600	263,000
Warren	100,050	173,000
White	12,500	123,000
Lincoln	33,900	260,000
Rhea	3,000	80,000
Hamilton	2,500,000	2,975,000
Van Buren	6,000	12,500
Sequatchie	26,050	74,200
Polk	25,000	153,000
McMinn	33,550	43,000
Coffee (Manchester District)	33,550	43,000

## KAISER THANKS CHARLES

Expresses Appreciation of Austrian Ruler's Statements.

Vienna (Via Basel, Switzerland), April 12.—Emperor William, in a telegram to Emperor Charles, cordially thanked the Austrian emperor for his telegram, repudiating the affirmation of Premier Clemenceau, of France.

Emperor William said there was not the slightest need for the assurance given him by Emperor Charles as the German emperor never doubted the fidelity of the Austrian emperor to the common cause, while their "enemies do not shrink from the lowest and basest means of attacking."

Paris Press "Garbled" Letter.

Amsterdam, April 13.—An official telegram from Vienna to the letter of Emperor Charles to President Wilson, as it was published in Paris, was garbled.

## NEW TAX CERTIFICATES TO BE SOLD BY TREASURY

Washington, April 13.—New tax certificates, dated April 15, to be sold instead of the current issue dated March 15, were announced last night by the treasury. They are identical with other tax certificates, and are intended to eliminate so much accrued interest. About \$1,360,000,000 of tax certificates due June 25 have been sold.

## RICHMOND MAN TO BE RETURNED FROM FRANCE

Washington, April 13.—Lieut. Felix von Gumbinnen, of Richmond, Va., on duty with the American army in France, has been discharged, it was said at the war department today, as disqualified for service and will be returned to the United States.

## IRISH HERE INDIGNANT THAT IRELAND SHOULD HAMPER WAR—MEET SUNDAY

Mass Meeting at Knights of Columbus Hall—May Send Protest Abroad to Forget Home Rule Differences and All Join Hands in Fight.

Get out your clay pipe and shillalah for the Irish of Chattanooga have planned a patriotic mass celebration and mass demonstration that is to emphasize just how they feel on the present entanglements on the Emerald Isle. Sunday at 3 p.m. at the Knights of Columbus hall, on East Eighth street, those of Irish lineage will assemble. There will be speeches by the leaders and those most eloquently inclined, but the prime object of the assemblage is to stir the sentiment of America's Irish, both here and elsewhere, and most probably to protest against any unpatriotic demonstration or even hesitation at Dublin that would in any way block the allied progress in the war.

When numerous representative Irishmen here were interviewed Saturday morning there was not a dissenting voice and not even the slightest equivocation; all were staunchly for conscription, for Lloyd George and for any measure that may strengthen England's force in the field.

"There is something wrong in Ireland," was Jack O'Donohue's first expression with a sober shaking of his head.

"I am for Lloyd George with both feet!" exclaimed Judge Martin Fleming with characteristic eagerness when approached on this subject. "Home rule is the natural thing after this war is ended, but the first thing after the war is ended, Every Irishman should refuse to discuss these side issues. The one point now is to get men to the front; volunteer or conscript, but get them there and win the war."

T. P. McMahon came forward with a similar emphasis. "We don't want to have our meeting before we get there," he said when asked for an interview, "but I don't mind telling you the Irish of this country are not going to stand for any foolishness over there. Send behind Wilson and stand behind Lloyd George. What good would it do to have a free Ireland, if it were not to stand for the same principles as the United States?"

Asked whether there were any Irish sympathizers among the Irish here, Mr. McMahon said that before the entrance of America into the war there was, but that now all side sentiments have been blanketed in the enthusiasm to win for democracy.

## THREE MILLION SALE BY TONIGHT

Women Sell \$64,350—County Tops \$100,000—Saturday to Be Big Day.

While no definite reports were given out Saturday in reference to the third liberty loan campaign, it is understood that the committees in general met with success and that a generous amount was subscribed during Friday and the forenoon of Saturday. Mrs. Mary Giles Howard, of the women's organization, reported that the women had sold up to noon Saturday \$64,350 worth of bonds. However, this total will be greatly raised before the close of the day's work.

Joe Clift, of the county committee, reports that there has been almost \$100,000 worth of bonds sold in the county. This will probably bring the grand total up to something like \$3,000,000, counting the subscriptions that have been sold by the two sales committees in the city, the banks and other resources since the total of \$2,504,900 was announced at the meeting of the organization Thursday evening. This leaves practically \$1,000,000 to be raised in order that Chattanooga may have raised its quota. Or, as the committee put it, "it's last hard \$1,000,000 to be raised." All of the big subscriptions with the exception of a few have been secured by the special committees, which went after the big ones the first two days of the campaign.

There will not be another general meeting of the liberty loan organization until a week from next Tuesday.

This will give Chairman W. M. Elliott and his executive committee time to go over and work out the rest of the campaign in detail and have everything in the very best of shape.

Much enthusiasm is being experienced throughout the county, and the counties which are included in the Chattanooga zone are all coming up to their quotas, and a large percentage of them are going over the top and are doing more than their part.

## HOUSE ADOPTS NEW DRAFT PLAN

Washington, April 13.—The senate resolution embodying the war department plan to put the draft on a quota basis on the number of men in class I instead of on the state population was adopted by the house today by a vote of 325 to 0.

Representatives Gordon, of Ohio, and Huddleston and Burnett, of Alabama, voted against it.

## EMBARGO ON HEN SLAYING TO EXPIRE APRIL 20

Washington, April 13.—Hens are to enjoy immunity from the chopping block only a week longer as the food administration announced yesterday that the restrictions against their sale would be lifted on April 20.

It is estimated that at least three and a quarter million hens capable of producing eggs have been saved in New York, Chicago and Boston markets alone since the regulation was put in force on Feb. 23. Weather conditions brought about an earlier hatching and laying period than anticipated, enabling the ban to be raised ten days earlier than the time set.

Farmers are warned against rushing their birds to market, thereby glutting the market and bringing about heavy loss from spoilage.

## FOCH'S FIGHTING FACE



GENERAL FOCH

Keen judgment and determination are written in this "fighting face" photograph of Gen. Foch, hero of the Marne. He works best as an offensive fighter. He is to "drive ahead!"

## HITT LUMBER CO. GETS INTO COURT

Creditors File Bill Against Receiver and Bondsmen, Seeking Accounting.

A number of creditors of the bankrupt Hitt Lumber and Box company have filed a bill in the federal court seeking to remove H. M. Evans as trustee of the concern, alleging that he is a receiver and not a trustee, and that he is guilty of gross extravagance. The bill further asks that the transactions of Evans as receiver and later as trustee, both of which he was bonded, be thoroughly investigated in an effort to ascertain what amounts have been lost to the creditors of the estate on account of his negligence and from other causes. The petition was filed by Charles C. Moore, who represents the petitioners. The bill was filed in Chattanooga, but has been forwarded to Knoxville. The petitioners charged that when the concern was declared bankrupt, July 3, 1917, their claims were filed and allowed.

H. M. Evans was appointed receiver and he claimed that the business had been run as a profitable one, and upon these statements he was given the authority to borrow money to pay certain claims alleged to be valid, title retentions covering the machinery, Evans it was charged, obtained an order from the court to act as receiver so long as the business was profitable, and from time to time, while acting as receiver, borrowed money from the Chattanooga Savings bank to the sum of \$22,200 until the bankrupt plant was leased to the Chattanooga Manufacturing company.

The petitioners charge that in December, 1917, at the time of the appointment of Evans as receiver, there was a large amount of lumber on the yards of the bankrupt concern, purchased with money borrowed from the Chattanooga Manufacturing company, which was to hold the lumber as security until manufactured into boxes and turned over to them as sellers of boxes. It was charged that the receiver did not take charge of the lumber on the yards, but treated same as property of the Chattanooga Manufacturing company, and from time to time purchased lumber from the said manufacturing company for operating purposes at a profit of \$2 a thousand upon purchase price.

The receiver from time to time made money by the rental, but lost money on the manufacture of boxes for said manufacturing company and continued to lose money because, he said, the gentlemen for whom he was acting and who desired to take over the plant of the bankrupt wanted him to continue box manufacturing to see if it was wise for them to become purchasers at the sale.

From July 4 to August 31 the planing mill made a profit of \$2,507.51, but lost \$2,390.82 on the manufacture of boxes. These losses continued until in January, 1917, when it was learned that the plant had been run at a total loss of \$3,996.21 after crediting the receiver with \$12,913.68 which he listed as receivable amounts. A large part of these amounts, it was charged, were not bona fide receivables, but were loans which Evans admits a loss of \$2,000 to \$2,500 on them. The bill charges that in his reports the receiver never pointed out or made any mention of the losses the mill was sustaining and they charged these losses to gross negligence or worse, as he was not authorized to waste or dissipate creditors' money for the purpose of experimenting for the benefit of the combination which had been formed for the benefit of those taking over the bankrupt property and operating same, and his action in so doing was a breach of trust.

The bill further alleges that the defendant Evans out of the \$21,200 paid to the Chattanooga Savings bank a note of \$1,468.80 of bankrupt, incurred by S. T. Lewis, acting manager of the Chattanooga Manufacturing company, said note being unsecured and dated June 30, 1917, four days before petition in bankruptcy was filed. Some time before or after the date of bankruptcy the petitioners charge that a bill of sale executed in the name of bankrupt, purporting to sell and assign to said S. T. Lewis, equity of bankrupt in certain automobile trucks, which paper was post dated May 23, 1917, although executed shortly before or after bankruptcy was filed. The said paper, it is charged, was not acknowledged, recorded and was not good against trustee, but was paid Lewis. This, it is claimed, was a dissipation and waste of money and Evans and his bondsmen are liable for same.

The bill further charges that under color of authority the receiver paid out \$7,902.90 on account of title retentions in which Lewis had no possible equity for creditors, and this the receiver knew, and notwithstanding the invalidity of several other assignments, without knowledge or consent paid out the amount of \$11,338.99.

The petitioners therefore asked that Evans be removed as trustee and that a competent and disinterested party be appointed to bring suit to recover on his bond, as well as to investigate all transactions of Evans and the amount that has been lost to the estate by Evans on account of his negligence and other causes.

## MORE RESPOND TO CALL FOR FLOUR

Many Patriotic Citizens Have Over-Supply of Much Needed Commodity.

A number of Chattanoogaans having a supply of flour on hand called the county administrator, S. W. Abel, Saturday morning by telephone and listed their names with him as among those who will release their supply to be used by the government.

While the government cannot accept any donations, however along this line, the flour will be bought from such people who are patriotic enough to release their supply, at the regular market price. Administrator Abel stated Saturday morning that he would perfect an organization the first of next week for the purpose of handling all of the flour that has been offered. This as he will be listed during the next two or three weeks and the flour itself will be gathered up a one time. The same will be turned over to the government for which a government voucher will be issued. Some one will be designated by the administrator to purchase the flour at the regular market price and take

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care of all other arrangements. Among those who called Mr. Abel Saturday offering to give their supply of flour to the government was T. F. Walker, who listed fifty pounds; Mrs. W. H. Smith, of Rogers place, twenty-four pounds, and O. L. Mitchell, who was the first to offer his supply, listed fifty pounds.

In addition to the great need of flour itself the government has issued a plea for a supply of wheat. It is understood that some of the farmers in this section have a large amount of wheat on hand while others have a still smaller supply. The government is pleading for it and Mr. Abel urges that those people in this community have a fair supply, or either call him at once over the telephone and list it. "The market value for such wheat as might be turned over to the government will also be paid and it is not the desire of the government to have these things given without any reluctance."

The people, especially in the south are urged to eat corn bread entirely and abandon the idea of having wheat bread on the table.

There are a number of the most prominent citizens living in Chattanooga, who have not had one pound of wheat flour in their homes since the scarcity of flour became so great and the food administrator at Washington made its wishes known.

## JOINT CONFEREES AMEND SABOTAGE BILL

Provisions Penalizing Acts Obstructing Production War Materials Eliminated.

Washington, April 13.—Provisions in the sabotage bill for penalizing acts obstructing production of war materials were eliminated from the measure today by senate and house conferees.

The conferees also struck out the clause permitting labor to strike for higher wages, which the senate had rejected.

In removing these provisions the conferees eliminated all penalties for obstructing the manufacture of war materials, but retained provisions to penalize damaging supplies.

The agreement was regarded as a compromise made in expectation that it would be satisfactory to both factions in congress and to prevent death of other important legislation in the bill by deadlock. No other changes in the measure, which provides penalties of thirty years' imprisonment and \$10,000 fine for damaging a great number of essential war materials, including railroads, bridges, live stock and factories, were made.

## German Army Officer Interned in Birmingham

Birmingham, Ala., April 12.—H. Frazier Kammeyer, registered enemy alien and retired German army officer, lately employed at a local department store, is in the custody of federal authorities and will, it is said, be interned.

Kammeyer has been under surveillance of the federal officers for some time. His arrest followed his application for permission to move from Birmingham on the grounds that he had been warned over the telephone that fifty prominent citizens desired that he leave the city within twenty-four hours.

## Oakland Sensible Six

We are out of Oaklands this week—expect six in next week. Let us take your order for one before they are all sold. The factory tells us we can't have any more soon.

## Chattanooga Auto Co.

617-619 BROAD STREET

## Order Now COAL Don't Delay

STEAM AND DOMESTIC For Immediate Delivery

Order now before you are out and avoid inconvenience.

## Ogden Coal & Supply Co.

BUILDING MATERIALS COAL WHEATLAND PRESENT

OFFICE AND YARD 706 E. NINTH ST. TELEPHONES MAIN 576 & 273

## JACK O'DONOHUE CO.

UNDERTAKERS

301 E. Sixth St., Opp. Fountain Square Phone Main 1516

## Scripps-Booth

Have you seen that pretty Scripps-Booth Club Roadster, the ideal car? It has four doors, is extra roomy, is nicely made, has eight cylinders, has ample power and wire wheels. Come and see this car. It is a high class car at a reasonable price.

## Chattanooga Auto Co.

617-619 BROAD STREET



## Liberty Bonds Are As Sound As Your Dollars!

Why Is a \$10 Bill Valuable?

Only because the United States Government has promised to "pay-on-demand" \$10 in gold to the "bearer." That promise is backed by the whole wealth of the country. Knowing the Government can keep its promise, you do not hesitate to accept a \$10 bill in payment for products or service rendered. The same promise that is behind your \$10 bill is behind every

## LIBERTY BOND

There is but ONE difference: Your bill does NOT draw interest; Liberty Bonds do. Both are backed by the same security. As long as the Government can pay "on demand" the ten dollars in gold represented by your bill; its promise on the Liberty Bond will be kept.

It is to your advantage to exchange your dollars for Bonds. You simply give your banker your check and the Government sends you the interest on the date it is due. Your money then is used to buy supplies from you and your neighbors for the men who are protecting you from oppression by the German nobility.

Subscriptions received by this Bank for the Third Liberty Loan Bonds without expense to either the Government or the purchaser.

## Hamilton National Bank

Total Resources Over \$16,000,000.00